IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

GEMINI IP, LLC, Plaintiff, vs. LANDESK SOFTWARE, INC. et al, Defendants.	Civil Action No. 4:07-cv-00521-RAS

DEFENDANT ZENITH INFOTECH LTD'S ANSWER TO THE AMENDED COMPLAINT

Defendant Zenith Infotech, Ltd. ("Zenith") answers the allegations of the Amended Complaint (the "Complaint") of Gemini IP, LLC ("Gemini") as follows:

PARTIES

1. Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 1 of the Complaint.

2. No answer is required to the allegations in paragraph 2 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2 of the Complaint.

3. No answer is required to the allegations in paragraph 3 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 3 of the Complaint.

4. No answer is required to the allegations in paragraph 4 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 4 of the Complaint.

5. No answer is required to the allegations in paragraph 5 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 5 of the Complaint.

6. No answer is required to the allegations in paragraph 6 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6 of the Complaint.

7. No answer is required to the allegations in paragraph 7 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7 of the Complaint.

8. No answer is required to the allegations in paragraph 8 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8 of the Complaint.

9. No answer is required to the allegations in paragraph 9 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks

knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 9 of the Complaint.

10. No answer is required to the allegations in paragraph 10 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10 of the Complaint.

11. No answer is required to the allegations in paragraph 11 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 11 of the Complaint.

12. No answer is required to the allegations in paragraph 12 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 12 of the Complaint.

13. No answer is required to the allegations in paragraph 13 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 13 of the Complaint.

14. No answer is required to the allegations in paragraph 14 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7 of the Complaint.

15. No answer is required to the allegations in paragraph 15 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 15 of the Complaint.

16. No answer is required to the allegations in paragraph 16 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 16 of the Complaint.

17. No answer is required to the allegations in paragraph 17 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 17 of the Complaint.

18. No answer is required to the allegations in paragraph 18 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 18 of the Complaint.

19. Zenith admits the allegations in paragraph 19 of the Complaint.

20. No answer is required to the allegations in paragraph 20 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 20 of the Complaint.

21. No answer is required to the allegations in paragraph 21 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks

knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 21 of the Complaint.

22. No answer is required to the allegations in paragraph 22 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 22 of the Complaint.

23. No answer is required to the allegations in paragraph 23 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 23 of the Complaint.

24. No answer is required to the allegations in paragraph 24 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 24 of the Complaint.

25. No answer is required to the allegations in paragraph 25 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 25 of the Complaint.

26. No answer is required to the allegations in paragraph 26 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 26 of the Complaint.

27. No answer is required to the allegations in paragraph 27 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 27 of the Complaint.

JURISDICTION AND VENUE

28. Zenith admits that this action arises under the federal patent laws identified in paragraph 28 of the Complaint and that this Court has subject matter jurisdiction over this action

29. No answer is required to the allegations in paragraph 29 to the extent they are directed to a defendant other than Zenith. To the extent an answer is required regarding the allegations directed to any other such defendant, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 29 of the Complaint. With respect to the allegations directed to Zenith, Zenith admits that it has transacted business in this district, but Zenith denies that is has a regular and established place of business in this district or has committed, contributed to, and/or induced acts of patent infringement in this district. No answer is required to the remaining allegations of paragraph 29 of the Complaint because they merely state conclusions of law.

30. No answer is required to the allegations in paragraph 30 to the extent they are directed to a defendant other than Zenith. To the extent an answer is required regarding the allegations directed to any other such defendant, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 30 of the Complaint. With respect to the allegations directed to Zenith, Zenith admits that it transacts business in Texas and in this judicial district, but Zenith denies that is has committed or is committing "the infringements alleged" by engaging in such business activities. No answer is required to the

remaining allegations of paragraph 30 of the Complaint because they merely state conclusions of law.

COUNT I – INFRINGEMENT OF U.S. PATENT NO. 6,177,932

31. Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of paragraph 31 of the Complaint. Zenith admits the allegations in the second and third sentences of paragraph 31 of the Complaint.

32. Zenith admits the allegations in paragraph 32 of the Complaint.

33. No answer is required to the allegations in paragraph 33 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 33 of the Complaint.

34. No answer is required to the allegations in paragraph 34 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 34 of the Complaint.

35. No answer is required to the allegations in paragraph 35 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 35 of the Complaint.

36. No answer is required to the allegations in paragraph 36 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 36 of the Complaint.

37. No answer is required to the allegations in paragraph 37 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 37 of the Complaint.

38. No answer is required to the allegations in paragraph 38 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 38 of the Complaint.

39. No answer is required to the allegations in paragraph 39 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 39 of the Complaint.

40. No answer is required to the allegations in paragraph 40 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 40 of the Complaint.

41. No answer is required to the allegations in paragraph 41 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 41 of the Complaint.

42. No answer is required to the allegations in paragraph 37 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks

knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 37 of the Complaint.

43. No answer is required to the allegations in paragraph 36 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 36 of the Complaint.

44. No answer is required to the allegations in paragraph 44 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 44 of the Complaint.

45. No answer is required to the allegations in paragraph 45 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 45 of the Complaint.

46. No answer is required to the allegations in paragraph 46 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 46 of the Complaint.

47. Zenith denies the allegations in paragraph 47 of the Complaint.

48. No answer is required to the allegations in paragraph 48 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 48 of the Complaint.

49. No answer is required to the allegations in paragraph 49 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 49 of the Complaint.

50. No answer is required to the allegations in paragraph 50 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 50 of the Complaint.

51. No answer is required to the allegations in paragraph 51 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 51 of the Complaint.

52. No answer is required to the allegations in paragraph 52 because they are entirely directed to a defendant other than Zenith. To the extent an answer is required, Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 52 of the Complaint.

53. No answer is required to paragraph 53, as the statement simply expresses that Plaintiffs "reserves the right to request" at trial a finding of willful infringement. To the extent an answer is required regarding the statement, Zenith denies that it has infringed the patent-in-suit, willfully or otherwise.

54. Zenith lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 54 of the Complaint.

55. With respect to the allegations against Zenith, Zenith denies that it has infringed the '932 Patent and thus denies the remaining allegations in paragraph 55 of the Complaint.

56. With respect to the allegations against Zenith, and its agents, servants, employees, attorneys, representatives, affiliates, and all others acting on its behalf, Zenith denies infringing the '932 Patent, that Gemini has been "greatly and irreparably harmed," or that a "permanent injunction" should issue. No other response is required to the allegation in paragraph 56 of the Complaint because it merely states a conclusion of law.

DEFENSES

On information and belief, Zenith asserts the following defenses to Gemini's Complaint:

FIRST DEFENSE

57. Gemini is not entitled to any relief against Zenith because Zenith has not been, and it is not now, directly, literally, jointly, equivalently, and/or indirectly infringing, by way of inducing infringement by others, and/or contributing to the infringement by others, of any claim of the '932 Patent.

SECOND DEFENSE

58. One or more of the claims of the '932 Patent are invalid for failing to meet one or more of the statutory and decisional requirements and/or conditions for patentability under Title 35 of the United States Code §§ 101 et seq., including without limitation §§ 102, 103, and/or 112.

THIRD DEFENSE

59. Gemini's claims are barred, in whole or in part, by laches, estoppel, and/or other equitable doctrines.

RESERVATION OF DEFENSES

60. Zenith presently lacks knowledge or information sufficient to form a belief as to whether it may have additional yet understated defenses. Accordingly, Zenith reserves the right to assert additional defenses in the event that investigation and/or discovery reveal that additional defenses are appropriate.

PRAYER FOR RELIEF

WHEREFORE, Zenith requests that the Court enter a judgment in its favor and against 01 as follows:

A. Dismissing the Complaint in its entirety, with prejudice;

B. Finding that Zenith has not infringed, and is not infringing, the '932 Patent;

C. Finding that one or more of the claims of the '932 patent are invalid, void, and/or unenforceable against Zenith;

D. Awarding Zenith its costs, disbursements, and reasonable attorneys' fees incurred in this action, pursuant to 35 U.S.C. § 285; and

E. Granting such further relief as this Court deems to be just and proper.

Dated: January 20, 2010

Respectfully submitted,

/S/ David H. Judson

David H. Judson
Texas Bar No. 11047150

LAW OFFICE OF DAVID H. JUDSON
15950 Dallas Parkway
Suite 225
Dallas, Texas 75248
Tel.: (214) 939-7659

CERTIFICATE OF SERVICE

I hereby certify that counsel of record who are deemed to have consented to electronic service are being served this 20th day of January, 2011, with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3). Any other counsel of record will be served by electronic mail, facsimile transmission and/or first class mail on this same date.

/s/ David H. Judson____________
David H. Judson